

State of Florida
Department of Children and Families

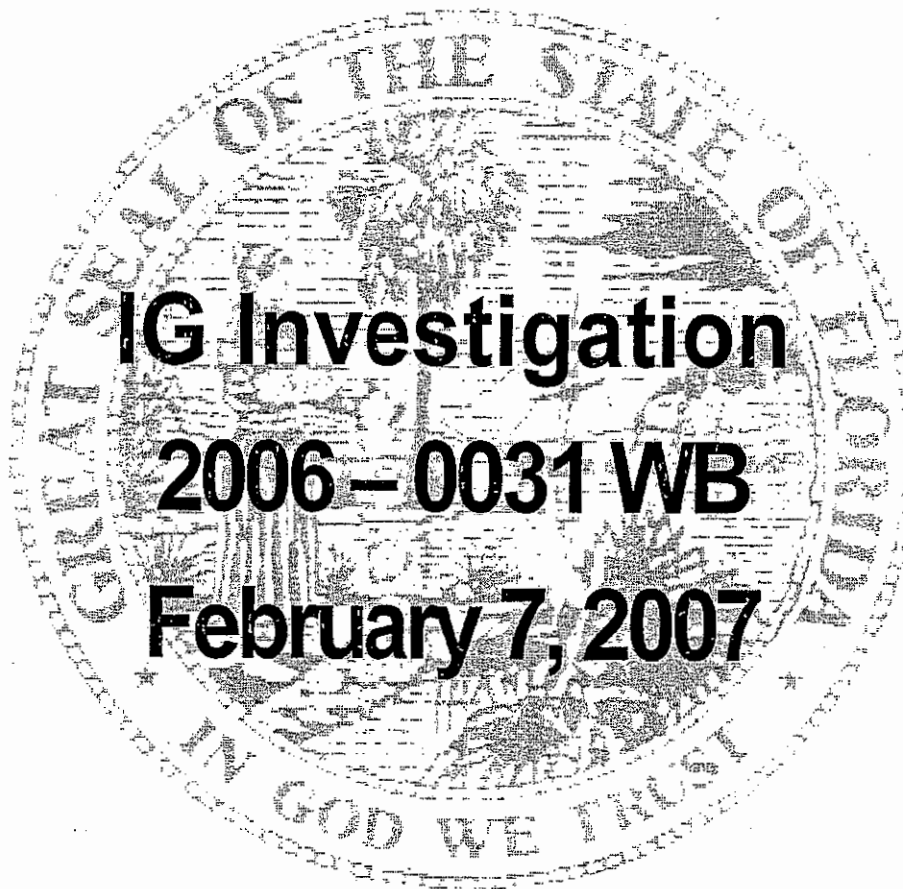
Charlie Crist
Governor

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Office of Inspector General

Enhancing Public Trust in Government

REDACTED



IG Investigation

2006 – 0031 WB

February 7, 2007

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Inspector General

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Chief of Investigations

*“Provide Leadership in the promotion of accountability
and integrity of State Government.”*

GOVERNING DIRECTIVES
Case Number: 2006-0031-WB

1. The Florida Statutes (F.S.) contain the following quoted information in pertinent parts:

812.014 Theft.--

(1) A person commits theft if he or she knowingly obtains or uses, or endeavors to obtain or to use, the property of another with intent to, either temporarily or permanently:

(a) Deprive the other person of a right to the property or a benefit from the property.

(b) Appropriately the property to his or her own use or to the use of any person not entitled to the use of the property.

(2)(c) It is grand theft of the third degree and a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, if the property stolen is:

1. Valued at \$300 or more, but less than \$5,000.

2. Valued at \$5,000 or more, but less than \$10,000.

3. Valued at \$10,000 or more, but less than \$20,000.

817.234 False and fraudulent insurance claims.--

(1)(a) A person commits insurance fraud punishable as provided in subsection (11) if that person, with the intent to injure, defraud, or deceive any insurer:

3.a. Knowingly presents, causes to be presented, or prepares or makes with knowledge or belief that it will be presented to any insurer, purported insurer, servicing corporation, insurance broker, or insurance agent, or any employee or agent thereof, any false, incomplete, or misleading information or written or oral statement as part of, or in support of, an application for the issuance of, or the rating of, any insurance policy, or a health maintenance organization subscriber or provider contract; or

b. Who knowingly conceals information concerning any fact material to such application.

(11) If the value of any property involved in a violation of this section:

(a) Is less than \$20,000, the offender commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(b) Is \$20,000 or more, but less than \$100,000, the offender commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(c) Is \$100,000 or more, the offender commits a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

2. The Florida Administrative Code (F.A.C.) contains the following quoted information in pertinent parts:

CHAPTER 65E-14 COMMUNITY SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES – FINANCIAL RULES

65E-14.001 Applicability.

(1) Except where inconsistent with State statutes, this part applies to all community substance abuse and mental health funds appropriated by the Legislature to the Department of Children and Family Services through the substance abuse and mental health budget entities.

65E-14.021 Unit Cost Method of Payment.

This section provides guidelines and requirements for implementing a unit cost method of payment for substance abuse and mental health services.

(7) The descriptions, applicable programs, units of measure, and documentation requirements for state-designated cost centers are as follows:

(jj) Supportive Housing/Living.

1. Description – Supported housing/living services assist persons with substance abuse and psychiatric disabilities in the selection of housing of their choice. These services also provide the necessary services and supports to assure their continued successful living in the community and transitioning into the community. For children with mental health problems, supported living services are a process which assists adolescents in housing arrangements and provides services to assure successful transition to independent living or with roommates in the community. Services include training in independent living skills.

2. Programs — Adult Mental Health, Children's Mental Health ...

3. Unit of Measure – Direct Staff Hour.

5. Maximum Unit Cost Rate: \$51.99, or \$62.92 including rent and commodities.

3. Contracts #DH577 (July 1, 2004 through June 30, 2005) and #DH611 (July 1, 2005 through June 30, 2006) between DCF and NBHS each contains the following quoted information in pertinent parts:

I. THE PROVIDER AGREES:

C. Governing Law

1. State of Florida Law

That this contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law including Florida provisions for conflict of laws.

N. Independent Capacity of the Contractor

5. All deductions for social security, withholding taxes, contributions to unemployment compensation funds and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the provider.

ATTACHMENT 1

7. District Four Specific Provisions

b. Adult Mental Health Providers

(3) **Cooperative Agreements with Adult Living Facilities (ALF) Operators.** All adult mental health service providers will engage in cooperative agreements with ALF operators serving their mutual clients. Failure to enter into agreements due to lack of cooperation or extenuating circumstances must be documented by the provider.

(4) **Incidental Expenses.** When **Exhibit G** indicates that the contract contains service units for incidental expenses under case management services,¹ the provider is hereby delegated authority to authorize payment for costs for incidental expenses for clients in accordance with 65E-14, F.A.C., CFP 155-2² and the listing of Incidental Expenses, which is hereby incorporated as **Exhibit K**. Items not listed in **Exhibit K** must have prior written approval by the contract manager or other authorized department staff member.

Exhibit A

Clients to be Served

A. General Description

The provider agrees to provide services funded by this contract to the target population(s) that checked [sic] below:

- X Adult Mental Health – Severe and Persistent Mental Illness
- X Adult Mental Health – Serious and Acute Episodes of Mental Illness
- X Adults with Mental Health Problems
- X Children's Mental Health – Seriously Emotionally Disturbed
- X Children's Mental Health – Emotionally Disturbed
- X Children's Mental Health – At Risk of Emotional Disturbance

B. Client Eligibility

The provider agrees that all persons meeting the target population descriptions in the paragraph above are eligible for services based on the availability of resources. A detailed description of each target population is contained in CFP 155-2.

¹ Exhibit G of Contract #DH611 does include incidental expenses under Case Management.

² Children and Families Pamphlet (CFP) 155-2, Mental Health and Substance Abuse Measurement and Data, pertains to uniform data specifications for DCF and all Substance Abuse and Mental Health (SAMH) providers.

EXHIBIT B

Method of Payment

3. Medicaid Billing

- a. The department and the provider specifically agree and acknowledge that the Medicaid Program is the payer of last resort, and
- c. In no event shall the provider bill the Medicaid program for services or expenses for Medicaid recipients for which the provider has already been paid by any other liable third party payor [*sic*];
- i. The provider shall ensure that Medicaid payments are accounted for in compliance with federal regulations.

EXHIBIT K

INCIDENTAL EXPENSES

Costs for the following incidental expenses may be incurred under this contract in accordance with CFP 155-2 without the prior authorization of the department.

- 1. Housing
 - a. rent
 - b. one-time rental deposits
- 2. Utilities
- 3. Medical/Dental
- 4. Transportation/Public
- 5. Personal Care
- 6. Client Identification

**Office of Inspector General
Investigations Section
Report Summary
Case Number: 2006-0031-WB**

Introduction:

According to information contained on its Internet web site, Northwest Behavioral Health Services, Inc. (NBHS) is a not-for-profit organization providing mental health services to children and adults in Duval County and Nassau County, Florida. NBHS is funded, in part, by the U.S. Department of Housing and Urban Development, Florida Department of Children and Families (DCF), and City of Jacksonville.

DCF District 4 has contracted with NBHS for several years to provide services to certain mental health clients. The term of the current contract (#DH611), which is fixed price (unit cost) in the amount of \$897,286.00, is July 1, 2005 to June 30, 2006.¹

On March 3, 2006, the complainant contacted the DCF Office of Inspector General (OIG) to report allegations of fraud and mismanagement by NBHS Executive Director Patricia Sampson. The DCF OIG recommended Whistle-blower protection for the complainant, which was granted by the Chief Inspector General, Office of the Governor, on April 13, 2006. This investigation was initiated by the OIG on that same date and initially coordinated with the Florida Department of Law Enforcement (FDLE).

Allegations and Findings:

Allegation 1:

NBHS Executive Director Patricia Sampson approved Supportive Housing (SH) funds for relatives not entitled to receive SH assistance. If supported, the allegation would constitute a violation of Section I.C.1., DCF Contracts #DH577 and #DH611; and a potential violation of § 812.014(1)(a)(b)(c), F.S.

Findings:

The information obtained *neither supports nor refutes* the allegation.

The complainant alleged that Ms. Sampson authorized SH payments to her [REDACTED] ([REDACTED]) and [REDACTED] ([REDACTED]), who were not entitled to receive SH assistance.

The files of the DCF District 4 Substance Abuse and Mental Health (SAMH) Program Office contained the following pertinent information:

- NBHS billed for 39 SH payments to [REDACTED] totaling \$2,066.60 between August 19, 2004 and January 11, 2005.
- NBHS billed for 17 SH payments to [REDACTED] totaling \$1,022.47 between August 17, 2004 and December 15, 2005.

¹ The services provided by NBHS were extended by means of DCF District 4 Contract #DH645, which began on July 1, 2006 through June 30, 2009, in the total amount of \$2,716,858.00 for the three-year period.

DCF District 4 SAMH Program Supervisor Richard H. Warfel advised that Carl Falconer, who is the Director of Asset Management for River Region Human Services Inc. (a SAMH provider in District 4), has been serving as the District Housing Coordinator, which makes Mr. Falconer responsible for screening and approving all local clients for SH assistance. According to Mr. Warfel, Ms. Sampson is aware that Mr. Falconer must screen and enroll each client for SH assistance before any client can receive SH payments. Mr. Warfel thought there might have been a written Memorandum of Understanding (MOU) regarding the SH screening and enrollment process; however, he subsequently advised that he was unable to locate such an MOU.

Mr. Falconer stated that effective April 2004, DCF designated him to determine the eligibility of local SAMH clients for SH assistance, and although there is no written MOU, Ms. Sampson has been aware of the requirement for him to screen all clients since then. Mr. Falconer stated that his company and NBHS are authorized to provide SH payments to clients after they are screened by him and enrolled for SH assistance. Mr. Falconer related that upon determining that a certain client is eligible for SH assistance, he assigns the client to either his own company or NBHS to make SH payments. According to Mr. Falconer's records, he never screened [REDACTED] or [REDACTED] for SH eligibility and neither of them were ever enrolled to receive SH assistance.

Dr. Juan Gray, PhD, a former member of the NBHS Board of Directors, stated that in May 2005 NBHS Case Manager Shonna Lee mentioned to him that Ms. Sampson's [REDACTED] and [REDACTED] had received benefits to which they were not entitled. Dr. Gray stated that, per his request to look into the matter, NBHS Director of Operations Jerome Crawford confirmed that Ms. Sampson's [REDACTED] and [REDACTED] had received benefits to which they were not entitled. Dr. Gray stated that when he brought the matter up at a Board meeting disclosing his intent to look into it further, he was subsequently removed from the Board before being fully confirmed as a Board member. As a result, he was unable to investigate the matter further.

President Steward E. Washington, NBHS Board of Directors, stated it was common knowledge that Ms. Sampson's [REDACTED] and [REDACTED] were clients of NBHS. Mr. Steward advised he is not involved in the day-to-day operation and client interaction of NBHS. He assumed that Ms. Sampson was not directly involved with her [REDACTED]'s case or her [REDACTED]'s case. Mr. Washington denied knowledge of the type of benefits, which had been approved and provided to Ms. Sampson's [REDACTED] and [REDACTED].

Mr. Crawford stated that while examining NBHS billing records in May 2005, per Dr. Gray's request, he discovered that many checks had been made payable to [REDACTED] for SH assistance. Mr. Crawford stated that, to his knowledge, neither [REDACTED] nor her son, [REDACTED], had been properly approved to receive SH payments.

Ms. Lee related that she handled the cases for [REDACTED] and [REDACTED] from September 2002 until about May 2005. According to Ms. Lee, they were both approved to receive case management services, but neither of them was approved for SH benefits. During that time period, Ms. Sampson verbally directed her to approve SH assistance for [REDACTED] and [REDACTED]. Per Ms. Sampson's direction, Ms. Lee stated she used SH funds to purchase a freezer, [REDACTED].

furniture and groceries for them, and also assisted them in paying rent for their residence as well as some of their utility bills. Ms. Lee knew that Mr. Falconer never screened [REDACTED] or [REDACTED], so neither of them was enrolled for SH benefits. Ms. Lee stated that she reported the matter to Dr. Gray in May 2005 because neither [REDACTED] nor [REDACTED] was approved for SH benefits.

NBHS Case Management Supervisor Valencia L. Gantt-Banks (Ms. Lee's supervisor) stated that [REDACTED] and [REDACTED] are both approved to receive mental health case management services, but they were never approved to receive SH assistance. Ms. Gantt-Banks knew that [REDACTED] and [REDACTED] had received SH payments while they were on Case Manager Shonna Lee's caseload, and thought that it happened for only about three months. Upon being shown the billing data obtained from the DCF District 4 SAMH Program Office, Ms. Gantt-Banks appeared surprised that [REDACTED] and [REDACTED] had each received so many SH payments for more than one year. Ms. Gantt-Banks stated she did not know if Ms. Sampson directed that [REDACTED] and [REDACTED] be placed in the SH Program.

A review of the NBHS billing records for the SH Program for the period September 1, 2004 through March 31, 2006, by the OIG investigators, did not disclose any information identifiable with [REDACTED] or [REDACTED].² However, it was noticed that the records examined contained information regarding SH payments to the four persons (identified below) whose names did not appear on any of the eligible SH client lists received from Mr. Falconer. (Note: The payment data shown was obtained from DCF District 4 SAMH files.):

- [REDACTED] -- one payment of \$13.00 on September 22, 2005
- [REDACTED] -- 76 payments totaling \$7,566.28 between September 2, 2004 and June 7, 2005
- [REDACTED] -- 74 payments totaling \$5,435.55 between January 27, 2005 and January 27, 2006
- [REDACTED] -- two payments totaling \$220.96 between February 3, 2005 and December 22, 2005

Mr. Falconer was asked by the OIG investigator to screen [REDACTED] and [REDACTED], along with the four persons listed above, to ascertain if any of them would have been eligible for SH assistance if they had been properly screened prior to receiving SH payments. Mr. Falconer subsequently advised that [REDACTED] and [REDACTED] would not have been eligible for SH assistance if they had been properly screened before they received SH payments. Mr. Falconer

² NBHS Case Manager Shonna Lee provided copies of 10 purchase request forms for SH funds for [REDACTED] dated between September 4, 2002 and October 25, 2004. Although not fully legible, a signature possibly in Ms. Sampson's name appears in the approval section of 9 of those forms. For reasons unknown, no record of those forms or any related documentation was available in the NBHS billing records reviewed by the OIG investigators. Furthermore, the NBHS billing records did not contain any documentation associated with the aforementioned 39 SH payments to [REDACTED] (August 19, 2004 to January 11, 2005) or the 17 SH payments to [REDACTED] (August 17, 2004 to December 15, 2005), which were found in the files of the District 4 SAMH Program Office.

said that since [REDACTED] is no longer a client of NBHS, he was unable to locate [REDACTED] and could not screen her for SH eligibility. Mr. Falconer provided the following information regarding the other three persons in question:

- [REDACTED] had been previously screened and determined eligible for SH assistance; however, Mr. Falconer's secretary failed to enter [REDACTED] into the database as an enrolled client.
- [REDACTED] had also been previously screened, but not accepted for SH assistance because she did not have a qualifying mental health diagnosis. Therefore, [REDACTED] would not have been eligible for SH assistance.³
- [REDACTED] would be eligible for services in the SH Program.

On June 9, 2006, this investigation was coordinated with FDLE, Jacksonville, Florida. On November 20, 2006, FDLE advised they had completed their investigation and presented the findings to the State Attorney's Office, Fourth Judicial Circuit Court, in and for Duval County, Florida, who declined to prosecute.

On December 13, 2006, the OIG investigator interviewed Ms. Sampson, who provided the following pertinent information:

Ms. Sampson stated she has held her current position for the past 14 years. She confirmed that [REDACTED] is her [REDACTED] and [REDACTED] is her [REDACTED]. Ms. Sampson related that her [REDACTED] was a client of NBHS before she assumed her current position with NBHS, and her [REDACTED] is still a client. Ms. Sampson stated that her [REDACTED] was a client in the SH Program in 2003 when it was funded by the United Way. She related that when SH was developed by DCF in January 2004, some of the clients in the United Way SH Program, including her [REDACTED], were moved to the DCF SH Program. According to Ms. Sampson, her [REDACTED] qualified for the DCF SH Program because she had a mental health diagnosis. Since her [REDACTED] was living with her [REDACTED], they both benefited from the SH assistance that her [REDACTED] received.

Ms. Sampson stated that in about April 2004, Mr. Falconer was designated by DCF to screen potential SH clients. Mr. Falconer screened all the new clients, but did not screen the existing clients until several months later. Ms. Sampson opined that her [REDACTED] had been moved out of the SH Program before Mr. Falconer screened her. Ms. Sampson stated that although her [REDACTED] was also a mental health client, she did not think that her [REDACTED] was ever in the SH Program. She did not know why her [REDACTED] received SH funds. Ms. Sampson stated that because her [REDACTED] was on Shonna Lee's caseload and Ms. Lee was the SH Case Manager, the data entry person mistakenly charged her [REDACTED]'s activity logs to the SH Program. She further stated that her [REDACTED] should have been removed

³ During the course of this investigation, no information was received about a personal relationship between [REDACTED] and Ms. Sampson or any other representative of NBHS.

from Ms. Lee's caseload or Ms. Lee should have submitted non-SH activity logs in connection with her [REDACTED]'s case management.

Ms. Sampson stated her function was to administer the handling of funds in the various NBHS contract accounts. She relied on her case managers and supervisors to ensure that clients were eligible for the programs from which they requested funds. When she received a request for funds, she assumed the client named in the request was eligible and approved the request if funds were available. Ms. Sampson denied directing Ms. Lee or any employee to provide SH benefits to her [REDACTED] or her [REDACTED]. It has been her practice not to discuss her [REDACTED]'s case or her [REDACTED]'s case with anyone. Should someone ask about her [REDACTED] or [REDACTED], she would refer them to the appropriate case manager.

Ms. Sampson recalled that when the DCF SH Program was established in early 2004, NBHS was given approximately \$67,000 for the program. Former SAMH Program Supervisor James Stivers told her to use that money to purchase furniture, appliances, and pay rental deposits to help clients with their housing costs.

Ms. Sampson denied giving her [REDACTED] or [REDACTED] any preferential treatment or benefits to which they were not entitled. She stated that if she wanted to provide them with assistance for appliances, furniture, or similar expenses, she could do so by using Purchase of Services (POS) funds instead of using a program like SH to which they were not entitled. According to Ms. Sampson, it made no sense for her to misappropriate SH funds for her [REDACTED] and [REDACTED], particularly such a small amount over a long period of time, when she could easily have purchased the same items with POS funds.

Ms. Sampson further stated that she did not know why [REDACTED] received benefits from the SH Program. Ms. Sampson said she did not know [REDACTED] personally. Ms. Sampson stated she could only opine that [REDACTED] was moved into the SH Program around the same time as [REDACTED] and received SH Program monies under the same circumstances as [REDACTED].

Mr. Stivers confirmed that DCF provided NBHS with an estimated \$67,000 to purchase items (appliances and furniture) and pay rental deposits to assist SH clients in setting up new residences.

Upon being briefed on the results of Ms. Sampson's interview, DCF District 4 SAMH Program Supervisor Richard H. Warfel opined that the information received from Ms. Sampson was correct. Mr. Warfel indicated that since the usage of POS funds is intended to be flexible, NBHS could have easily used POS funds instead of SH funds for [REDACTED].

Allegation 2:

NBHS Executive Director Patricia Sampson approved listing a subcontractor on invoices with company (contractor) employees to enable the subcontractor to obtain group health insurance at the same cost as company employees (a reduced rate). If supported, the allegation would constitute a violation of Section I.C.1., DCF Contracts #DH577 and #DH611; and a potential violation of § 817.234(1)(a)3.a.b., F.S.

Findings:

The information obtained **supports** the allegation. The subcontractor's name was included on a December 20, 2005 employee invoice for Blue Cross and Blue Shield of Florida, Inc. (BCBSF).⁴ The invoice listed the subcontractor's monthly health insurance premium at the same group rate as most of the contractor employees (\$317.84).

The complainant alleged that per Ms. Sampson's approval, Consultant Placement Specialist Gwendolyn Richardson, a former member of the NBHS Board of Directors and now a subcontractor of NBHS, is included among NBHS employees to receive health insurance at a group rate.

Dr. Juan Gray, PhD, a former member of the NBHS Board of Directors, stated he was aware that Ms. Richardson was receiving health insurance through the NBHS group policy, even though she was not employed by NBHS. Dr. Gray said Ms. Richardson paid her own premiums, but her premiums were reduced because she was treated as an employee rather than a subcontractor.

A BCBSF Group Invoice with a December 20, 2005 billing date contains an alphabetical list of insured NBHS employee names, including Ms. Richardson's name. Ms. Richardson's health premium was shown as \$317.84 per month (the same amount paid by most of the other persons listed). Ms. Richardson's application for group insurance is dated November 24, 2003.

President Steward E. Washington, NBHS Board of Directors, stated Ms. Sampson told him that Ms. Richardson pays her own premium, so he thought it was alright for Ms. Richardson to be included in the group health insurance plan.

Ms. Richardson stated she has been a subcontractor of NBHS since 2003 and assists NBHS clients by helping them find employment. Ms. Richardson indicated that NBHS has included her in their group health insurance plan since 2003 because her health insurance costs would probably double if she obtained coverage on her own.

On June 9, 2006, this allegation was coordinated with FDLE. On November 20, 2006, FDLE advised they had completed their investigation and presented the findings to the State Attorney's Office, Fourth Judicial Circuit Court, in and for Duval County, Florida, who declined to prosecute.

⁴ According to information contained on that part of the BCBSF website labeled "Guide for Group Administration," under How Eligibility is Determined, "To be eligible to enroll for coverage under BCBSF ..., a person must ... be a bona fide employee of the Group." Section I.N.5. of the contracts between DCF and NBHS states in pertinent parts that, "All deductions for ... insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the provider."

On December 18, 2006, this matter was reported to the BCBSF Special Investigation Unit (SIU) for further investigation.

NOTE: Ms. Sampson was not interviewed concerning this allegation, as it is pending additional investigation by the BCBSF SIU.

Additional Information:

1. The complainant also alleged that NBHS case managers had submitted Medicaid claims without supporting documentation for services not performed. According to the complainant, Executive Director Patricia Sampson had directed staff members to create documentation to support such claims whenever Medicaid reviewers were scheduled to make announced site visits. By offering incentive pay as a reward, the complainant stated that Ms. Sampson encouraged staff members to submit as many Medicaid claims as possible, particularly for children's programs, to generate revenue for NBHS. On December 12, 2006, this matter was referred to the Medicaid Fraud Control Unit, Office of Attorney General, who initiated an investigation, which is still open.

2. The complainant further alleged that NBHS funds were used to grant loans to Consultant Placement Specialist Gwendolyn Richardson, who is subcontracted by NBHS. Ms. Richardson stated she received two monetary advances (\$2,800 and \$3,500, respectively) since she became a subcontractor in 2003 and had repaid both advances. President Steward Washington, NBHS Board of Directors, stated there was no violation since the Board had approved the advances to Ms. Richardson. Mr. Washington verified that Ms. Richardson had paid back the money.

Inspector General's Comments:

Although Allegation 1 regarding the approval of SH assistance by Ms. Sampson for relatives not entitled to SH assistance, was *neither supported nor refuted*, it was determined that Ms. Sampson's [REDACTED], her [REDACTED], and a third party ([REDACTED]) each received SH funds without properly being determined eligible. It is recommended that the Assistant Secretary for Substance Abuse and Mental Health ensure that action is taken to seek reimbursement for the SH funds spent on ineligible persons. It is also recommended that a determination be made regarding the appropriateness of Ms. Sampson's subordinates performing case management services for Ms. Sampson's relatives.

The investigation determined that a provider representative (Mr. Falconer) was tasked with screening and assigning SH clients between his own agency and another agency (Northwest Behavioral Health Services, Inc.). This presents a lack of integrity in the process and gives a perception of impropriety. Therefore, it is further recommended that the Assistant Secretary for Substance Abuse and Mental Health establish a formalized SH screening process, which promotes transparency and accountability.

Allegation 2 regarding Ms. Sampson approving the listing of a subcontractor among contractor employees on health insurance invoices to enable the subcontractor to obtain lower (group rate) premiums was *supported* and referred to the Blue Cross and Blue Shield of Florida, Inc. Special Investigation Unit for further investigation and subsequent action.

The investigation further disclosed ineligible clients received SH funds. This is a violation of Contracts #DH577 and #DH611. It is recommended that the Assistant Secretary for Substance Abuse and Mental Health take corrective action.

As criminal violations may have occurred, in accordance with § 112.3189(8)(e)4., F.S., Allegations 1 and 2 were coordinated with FDLE for criminal investigative handling. The alleged Medicaid fraud identified in paragraph 1 of the Additional Information section was initially coordinated with FDLE and subsequently referred to the Office of Attorney General's Medicaid Fraud Control Unit for criminal investigation.

This investigation has been conducted in accordance with the ASSOCIATION OF INSPECTORS GENERAL Principles & Quality Standards for investigations.